

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

FILED

2013 NOV -6 PM 2:49

UNITED STATES OF AMERICA,

Plaintiff,

v.

JAVIER GUERRA,

Defendant.

* Case No.

SA 13 CR 0905-06
INDICTMENT

*

[Vio.: 18 U.S.C. § 1341, Mail Fraud]

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THE GRAND JURY CHARGES:

COUNTS ONE THROUGH TEN

[18 U.S.C. §1341]

Introduction

1. In 2008 and 2009, Defendant JAVIER GUERRA was employed as a Senior Network Engineer at Guaranty Bank (also known as BBVA Bank) in Austin, Texas.

2. In 2010 and 2011, Defendant JAVIER GUERRA worked as a Network Engineer in Austin, Texas, for Luminex Corporation, which developed, manufactured, and marketed biological-testing technologies.

3. In connection with both of the above-named employers, Defendant JAVIER GUERRA was responsible for ordering, operating and maintaining network equipment supplied by Cisco Systems (hereinafter "Cisco").

Scheme to Defraud

4. From on or about December 1, 2008, through on or about October 7, 2011, in the Western District of Texas and elsewhere, the Defendant,

JAVIER GUERRA,

did knowingly and willfully devise and intend to devise a scheme and artifice to defraud Cisco to obtain property and funds by means of false and fraudulent pretenses, representations, and promises, knowing well that such pretenses, representations, and promises were false when made.

Manner and Means of Scheme to Defraud

5. While working at Guaranty Bank and Luminex Corporation (hereinafter “employers”), Defendant JAVIER GUERRA advised Cisco that items under warranty had failed, resulting in Cisco sending via interstate carrier replacement parts to his employers.

6. As Defendant JAVIER GUERRA then well knew, the parts for which he sought replacement were not faulty.

7. Defendant JAVIER GUERRA utilized:

a. His employers’ contract IDs in order for Cisco to identify what warranty contract applied to the purportedly defective parts.

b. Email addresses—including Javier.guerra@guarantygroup.com, Javier.guerra@guarantybank.com, javierg@bellatlantic.net, and/or jguerra@luminexcorp.com – to correspond with Cisco in order to fraudulently obtain the replacement parts.

8. When ordering fraudulent warranty replacement parts from Cisco, Defendant JAVIER GUERRA fraudulently represented to Cisco that his employers were legitimately requesting the replacement parts for use in their businesses.

9. By ordering fraudulent replacement parts from Cisco, Defendant JAVIER GUERRA caused Cisco, in the ordinary course of its business, to forward via Federal Express the replacement parts to his attention at his employers’ addresses in Austin, Texas.

10. Defendant JAVIER GUERRA sold these fraudulently obtained replacement parts to individuals through on-line marketplace sites, as well as to private buyers.

11. Defendant JAVIER GUERRA hand-delivered and/or mailed the fraudulently obtained replacement parts to his buyers.

Executions of the Scheme

12. The Grand Jury realleges and incorporates by reference all of the preceding paragraphs in this indictment.

13. On or about the dates set forth below, within the Western District of Texas and elsewhere, the Defendant,

JAVIER GUERRA,

having knowingly devised and intending to devise a scheme and artifice to defraud and to obtain money and property by means of false and fraudulent pretenses, representations, and promises, and for the purpose of executing such scheme and artifice to defraud and attempting to do so, did cause Federal Express, a private and commercial interstate carrier, to deliver mail matter as described below:

COUNT	DATE	SHIPPED FROM	SHIPPED TO	MAILING
1	06/07/2010	Roanoke, Texas 76262	Javier Guerra Luminex Corporation 12212 Technology Blvd. Austin, TX 78727	Replacement Cisco part
2	09/13/2010	Roanoke, Texas 76262	Javier Guerra Luminex Corporation 12212 Technology Blvd. Austin, TX 78727	Replacement Cisco part
3	05/05/2011	Roanoke, Texas 76262	Javier Guerra Luminex Corporation 12212 Technology Blvd. Austin, TX 78727	Replacement Cisco part

4	05/19/2011	Roanoke, Texas 76262	Javier Guerra Luminex Corporation 12212 Technology Blvd. Austin, TX 78727	Replacement Cisco part
5	05/19/2011	Roanoke, Texas 76262	Javier Guerra Luminex Corporation 12212 Technology Blvd. Austin, TX 78727	Replacement Cisco part
6	07/21/2011	Roanoke, Texas 76262	Javier Guerra Luminex Corporation 12212 Technology Blvd. Austin, TX 78727	Replacement Cisco part
7	08/10/2011	Roanoke, Texas 76262	Javier Guerra Luminex Corporation 12212 Technology Blvd. Austin, TX 78727	Replacement Cisco part
8	08/23/2011	Roanoke, Texas 76262	Javier Guerra Luminex Corporation 12212 Technology Blvd. Austin, TX 78727	Replacement Cisco part
9	09/22/2011	Roanoke, Texas 76262	Javier Guerra Luminex Corporation 12212 Technology Blvd. Austin, TX 78727	Replacement Cisco part
10	09/26/2011	Roanoke, Texas 76262	Javier Guerra Luminex Corporation 12212 Technology Blvd. Austin, TX 78727	Replacement Cisco part

All in violation of Title 18, United States Code, Section 1341.

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THE GRAND JURY

ROBERT PITMAN
United States Attorney

MICHAEL HARDY
Assistant United States Attorney